# FCAAP GRANT NO. G040000

### between the

# State of Washington Department of Ecology and the

## CITY OF RIVEREDGE

**Project: Development of a Comprehensive Flood Hazard Management Plan** 

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and the City of Riveredge, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein as authorized by Chapters 86.26 RCW, 86.12 RCW, and further described in Chapter 173-145 WAC.

Recipient Name: City of Riveredge

400 N. Mill

Riveredge, WA 99111

Recipient Project Coordinator: Janet Palmer, Planning Director

Telephone Number: 509-327-3661 / **FAX**: 509-327-3660

e-mail address: jpalmer@ci.riveredge.wa.us

**Fiscal Contact for Recipient:** Janet Gonzales; phone: 509-327-3662

**Payee on Warrant:** City of Riveredge Treasurer

(address as above)

**Project Officer for the Department:** Ted Olson

Eastern Regional Office

N. 4601 Monroe, Suite 100, Spokane, 98205-1295

Telephone Number: 509-456-2862 / **FAX:** 509-456-6175

e-mail address: tols461@ecy.wa.gov

The source of funds provided by the DEPARTMENT is the Flood Control Assistance Account Program funds.

Grant Amount: Maximum Eligible Project Cost: \$100,000

Maximum State Grant Share: \$ 75,000 Estimated Local Share: \$ 25,000

State Maximum Cost Share Rate: 75% UP TO a maximum State Share of \$75,000.

The effective date of this agreement is September 1, 2003.

The Project described herein expires on and must be completed by June 30, 2005.

# **Scope Of Work**

Project Title: Development of a Comprehensive Flood Hazard Management Plan

**Description:** The RECIPIENT shall develop a Comprehensive Flood Hazard Management

Plan (CFHMP), incorporating WAC 173-145-040 plan elements and integrate Growth Management Act requirements including inventories/GIS mapping of critical areas and resource lands as required under 36.70A.060 RCW and Chapter 365.190 WAC. Since environmental data will be collected as part of the planning effort, a Quality Assurance/Quality Control Plan will be prepared. The Recipient shall analyze flood hazard management factors within the community to identify trends and opportunities in land use capability and suitability. The CFHMP will include a public involvement program; identification of the extent of County flood plain; evaluation methods to control erosion of river channel banks; determination of the adequacy of flood control facilities; standards for floodplain

encroachment and opportunities to enhance ESA fish habitat.

Performance Coordination:

## Task 1.1: Coordination with the Department

To assist the (jurisdiction) and ensure project results are consistent with the state laws and regulations for flood hazard management, the Recipient, as part of this agreement, shall coordinate with Ecology staff, Ted Olson phone: 509-456-2862. This coordination will provide specific technical assistance on flood hazard management plans. In order for the Department to provide this support, the Recipient shall coordinate with the Ecology's Project Officer by means of telephone conversations and/or meetings at the beginning of each quarter at a minimum. Recipients are encouraged to coordinate more often whenever the Department can provide technical assistance or respond to questions regarding the project or grant.

#### Task 1.2: Coordination with Washington State Department of Fish and Wildlife

The Recipient shall make all efforts to involve a representative from the Washington State Department of Fish and Wildlife in the planning process for development of a Comprehensive Flood Hazard Management.

**Work Program**: The RECIPIENT shall comply with the local Shoreline Master Program, local

Growth Management Act comprehensive plan, and zoning ordinance in

performing the following tasks:

#### Task 2: Prepare Detailed Project Work Plan

The Recipient shall perform the following:

- **2.1:** Develop a project outline for the planning process, identifying important issues and needs for additional data gathering and problem analysis.
- **2.2:** Develop a project flow chart showing milestones for task completion.
- **2.3:** Establish and revise the detailed Scope of Work as needed.

**Deliverables:** Two (2) copies of the detailed work plan, including flow chart, and if applicable, a

Quality Assurance / Quality Control Plan per the Special Terms and Conditions

of this agreement.

Date Due: October 31, 2003

#### Task 3: Gather Information

The Recipient shall perform the following:

- **3.1:** Gather detailed information to develop a comprehensive description of the physical and land use characteristics for an area profile. Digital data to meet standards required in the Special Terms and Conditions of this agreement. Information gathered shall include:
  - description of flood damage history and designation of flood prone areas
  - local regulations and ordinances
  - land use and demographic information from County records
  - hydrologic information from County records, National Weather Service data, Federal Emergency Management Act (FEMA) maps, U.S. Geological Survey (USGS) maps, and Natural Resource Conservation Service (NRCS) soil surveys
  - flood control structural data from the Army Corps of Engineers
  - environmental measurement data to include but not limited to:
    - stream flow volumes
    - flood event height levels
    - base flood elevations measured
    - extent of inundation
    - identification of erosion zones
    - identification of riparian areas
    - sizing of culverts
    - gravel deposition amounts and sizes
    - floodplain and wetland delineations
    - aerial photos
    - placement and design of levees and other flood control structures
    - fish and wildlife counts
- **3.2:** For studies with drainage focus: develop field survey profile and cross-sections of main drainage channel in the Drainage/Diking District or local community; OR for studies with a river focus: develop profile of various data needs for rivers and streams from aerial photos, topographic mapping, hydraulic/hydrologic modeling, or on the ground surveys.

Due Date: March 31, 2004

#### Deliverables:

- All raw data produced, methods used,
- summary report of area profile,
- list of areas to be mapped.
- maps showing exact locations,
- separate representative hard copy random samples of digitized data

#### Task 4: Public Participation

The Recipient shall perform the following:

- **4.1:** Organize an Advisory Committee with citizens and agency representatives to define the goals of the study, the Scope of Work, and work towards consensus on Plan recommendations. The Committee shall consist of not more than twelve members including:
  - private citizens (e.g. area residents)
  - representatives of key interest groups
  - State, local, and Federal agencies
  - Tribes
  - commercial interests
- **4.2:** Define the Advisory Committee's roles and responsibilities.
- **4.3:** Establish the Advisory Committee's meeting schedule and notification process.
- 4.4: Conduct up to eight (8) Advisory Committee meetings and at least two (2) open public meetings during the development of the Flood Hazard Reduction Plan. The public meetings will be advertised in the local newspapers. The public involvement process will assist in developing a Plan that is consistent with and responsive to all interests (including citizens and agencies) in the planning area.
- **4.5:** Work with the Advisory Committee to prioritize issues and establish goals and objectives for the Plan.

**Deliverables:** Two (2) copies of the Advisory Committee's meeting schedule and public meeting notices and summary reports of each meeting.

**Date Due:** Fifteen (15) days following each meeting

### Task 5: Analysis

The Recipient shall perform the following:

**5.1:** Prepare a summary of all issues and concerns expressed by participants in the public and Advisory Committee meetings.

- 5.2: Prepare a hydrologic (e.g. Hydrologic Engineering Center [HEC]-1) and a hydraulic (e.g. HEC-2) model to simulate flooding in the basin. Verify the model using flow and water surface elevation data from actual storm events.
- 5.3 Evaluate the potential for future flood damage in the basin. This will be accomplished by comparing the modeled floodplain and FEMA mapping of flood plain with existing zoning and land use policies to identify locations of potential flooding of existing and new development. Included will be an analysis of potential hazard and damage from coastal area tsunamis.
- **5.4:** Identify alternative solutions (e.g. sites for relocation, buyout, land use changes, bank stabilization, drainage channel improvement, and other options to reduce flood hazards) for the identified flooding problems.
- **5.5:** Use the hydraulic model to test effectiveness and impacts of the alternative solutions.
- **5.6:** Evaluate the potential for the proposed solution to adversely impact wetlands.

**Deliverables:** 2 copies of analysis report

**Date Due:** May 15, 2004

## Task 6: Develop a Comprehensive Flood Hazard Reduction Plan

The Recipient shall prepare the draft Comprehensive Flood Hazard Reduction Plan (CFHMP) developed using the Advisory Committee and public input as well as technical expertise. The Plan shall:

- Comply with the regulations in Chapter 86.26 RCW and Chapter 173-145 WAC, and the Growth Management Act, relating to comprehensive flood control management plans.
- Identify the floodways in the area.
- Establish the need for structural and non-structural solutions to flooding problems; recommend structural and non-structural solutions to these problems; identify and evaluate the potential environmental impacts including ESA fishery resources and economic and hydrologic impacts of all structural and non-structural solutions.
- Provide the area citizens with information on options to reduce flood hazards, land use considerations, and planning alternatives. Information will be shared with the City and County.
- Define a regulatory scheme, implementation, and funding process for all activities recommended in the Plan.
- Provide a preliminary work plan for the area.

Recommend standards for filling and grading in special flood hazard areas.

The Recipient shall perform the following:

- **6.1:** Develop alternative land use and flood hazard reduction solutions.
- **6.2:** Evaluate alternative solutions. Identify and consider potential environmental and economic impacts of implementing alternatives.
- **6.3:** Prepare preliminary cost estimates for alternatives.
- **6.4:** Prioritize and recommend corrective actions, including preservation and enhancement of environmental resources such as ESA threatened fish resources.
- **6.5:** Identify and describe important relevant issues that are beyond the scope of this project.
- Submit the draft report for review by the Advisory Committee, general public and the Department of Ecology.

**Deliverables:** Five copies of draft Plan

Date Due: March 31, 2005

### Task 7: Review and Adopt Plan

The Recipient shall perform the following:

- **7.1:** Comply with the State Environmental Policy Act process.
- **7.2:** Submit the near-final document for review by the affected Indian Tribes and Ecology, in consultation with the Department of Fish and Wildlife.
- **7.3:** Revise draft plan as directed by review process; finalize plan; print plan.

**Deliverables**: Two (2) copies of Final, adopted CFHMP, approved by Ecology.

**Date Due:** June 30, 2005

## **DELIVERABLES (to Ecology)**

The Recipient shall send deliverables to the Department as follows:

One copy of each progress report; and one copy

One copy of each progress report; and one copy

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of each deliverable as stipulated in the Scope of Work; and **TWO (2)** copies of the final Comprehensive Flood Hazard Management Plans

Bev Huether WA State Department of Ecology Shorelands and Environmental Assistance Program P.O. Box 47600 Olympia, WA 98504-7600 of each deliverable as stipulated in the Scope of Work; and **Two (2)**copy of the final Comprehensive Flood Hazard Management Plan

Theodore M. Olson, P.E. WA State Department of Ecology - ERO Shorelands and Environmental Assistant Program N. 4601 Monroe, Suite 100 Spokane, WA 99205-1295

#### **Budget Summary and Conditions**

- 1. Expenditures will be monitored by the Ecology Fiscal Office for compliance with the EXPENDITURE BUDGET (listed below) at the PROJECT LEVEL.
- 2. The indirect rate shall not exceed 25% of direct (staff) labor and benefit costs. This rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list shall be reported with the first payment request and shall remain consistent for the life of the grant.
- 3. The rate for in-kind (voluntary services) is valued at \$15.00 / individual / hour.
- 4. For the administration of this agreement the Recipient shall follow the "Administrative Requirements for Ecology Grants and Loans", current edition.
- 5. Requests for reimbursement shall be submitted at least quarterly but not more than once per month by the RECIPIENT on state invoice voucher forms. Payment requests are to include at a minimum Form A19-1A "Invoice Voucher", Form B, "Running Budget Summary", Form C: Voucher Support" and Form D "Contractor Participation Report" (if applicable). All requests for payment are to be consistent with the budget as below **and accompanied by a commensurate progress report.**

**NOTE**: Ecology forms are contained in the "Administrative Guidelines for Ecology Grants and Loans" and must be used for payment requests. Otherwise requests will be returned to the RECIPIENT for submittal on the correct forms. Electronic copies of these forms and the "Administrative Requirements for Ecology Grants and Loans" ("Yellow Book") are available at Ecology's websites:

- Forms <a href="http://www.ecy.wa.gov/biblio/91018A.html">http://www.ecy.wa.gov/biblio/91018A.html</a>
- Yellow Book <a href="http://www.ecy.wa.gov/biblio/91018.html">http://www.ecy.wa.gov/biblio/91018.html</a>

Complete backup documents (to include but not limited to all invoiced costs, time sheets [signed and dated by both employee and supervisor], etc.) MUST be maintained by the RECIPIENT. These expenses will be kept in grant files according to budget task for a period of three years after project completion and made available at any time for inspection by the DEPARTMENT.

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Final payment of grant projects is contingent on receipt of viable work products as listed in the grant document.

6. **Expenditure Budget:** (for Recipient reporting and Ecology tracking purposes):

Grant Amount: Maximum Eligible Project Cost: \$100,000

Maximum State Grant Share: \$ 75,000 Estimated Local Share: \$ 25,000

State Maximum Cost Share Rate: 75% UP TO a maximum State Share of \$75,000.

- 7. <u>Match Requirements</u>: The RECIPIENT's local match shall consist of in-kind (voluntary) contributions, interlocal match and cash from the County's capital improvement budget.
- 8. **Estimated budget** (for information only):

|                  | Task 1  | Task 2   | Task 3   | Task 4   | Task 5   | Task 6  | TOTAL     |
|------------------|---------|----------|----------|----------|----------|---------|-----------|
| Salaries/Benefit | \$5,000 | \$7,000  |          |          |          |         | \$12,000  |
| Consultant       |         |          | 18,000   | 30,000   | 22,225   | \$9,075 | \$79,300  |
| Supplies         | 25      | \$500    |          |          |          |         | \$525     |
| Communication    |         | \$400    |          |          |          |         | \$400     |
| Copying          |         | \$400    |          |          |          |         | \$400     |
| Travel           |         |          |          |          |          |         |           |
| Equipment        |         |          |          |          |          |         |           |
| In-Kind Services |         | \$1,000  | \$1,200  | \$1,200  | \$1,200  |         | \$4,600   |
| Indirect*        | \$1,025 | \$1,750  |          |          |          |         | \$2,775   |
| TOTAL            | \$6,050 | \$11,050 | \$19,200 | \$31,200 | \$23,425 | \$9,075 | \$100,000 |

| Proposed State Share @75 % = \$75,000                             | Local Match @ | 25%% = | \$25,000 |  |
|---|---------------|--------|----------|--|
| *Maximum allowable indirect rate is 25% of salaries and benefits. |               |        |          |  |
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## **Special Terms and Conditions for Plans**

#### **AGREEMENT PROVISIONS**

- 1. Restrictions on Lobbying: The Recipient of this agreement is prohibited from using funds provided by this agreement for lobbying purposes in accordance with the Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18, current edition, Part III, Section G.
- 2. Local Decision: This grant is made in response to a request for financial assistance from the Recipient to undertake flood hazard planning. The choice of floodplain management activities addressed by this grant is a local decision made solely by the Recipient. The Recipient is not acting as an agent of the State.
- 3. Lawsuits: The Recipient is responsible for any damage or takings claims resulting from the work performed pursuant to this grant. The filing of any legal action by the Recipient against Ecology, for damage or takings claims resulting from the work performed pursuant to this grant, may be grounds for immediate termination of all open FCAAP grants with the local jurisdiction, and may jeopardize the jurisdiction's opportunity to be awarded future FCAAP funds.
- **4. Annual Flood Budget:** The Recipient will provide a copy of the annual flood budget when returning signed grants to Ecology. Failure to provide this information required by WAC 173-145-030(5) will result in termination of this grant. If this information is not available, please provide a separate letter explaining why budget information is not available.
- 5. Quality Assurance / Quality Control (QA/QC )Plan

IF this project involves the collection of environmental measurement data, the Recipient needs to prepare a QA/QC plan to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating this data. The plan shall be conducted in accordance with the DEPARTMENT's <u>Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 91-16). The plan must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all environmental data generated will meet these requirements. The size and complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. The RECIPIENT may also reference <u>Technical Guidance for Assessing the Quality of Aquatic Environments</u>, February 1994 (Ecology Publication No. 91-78), in developing the plan. The QA/QC report shall be limited to a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.</u>

The QA/QC plan may describe the following elements:

- Assumptions that direct the collection and analysis;
- Resources used (such as flights for aerial photos);
- Resource documents that will be consulted:
- Field methods employed;
- Office methods employed;
- Training level of staff involved in data collection and analysis;
- Equipment/materials to be used and accurate calibration assurance.

#### 6. Coordination with Ecology's Geographical Information System (GIS)

**IF** this project involves developing GIS data, the Recipient shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the Department utilizes the following standards:

| Ecology's GIS Standards |   |  |  |
|-------------------------|---|--|--|
| ESRI's ARC/INFO         | Current version   |  |  |
| ESRI's ArcView          | Current Version   |  |  |
| Horizontal Datum        | NAD 27 or NAD 83 (Revised 1991)   |  |  |
| Vertical Datum          | NGVD 29 or NGVD 88  |  |  |
| Projection System       | Lambert Conic Conformal   |  |  |
| Coordinate System       | WA State Plane Coordinates  |  |  |
| Coordinate Zone         | South   |  |  |
| Coordinate Units        | US Survey Foot  |  |  |
| Accuracy Standard       | +/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system |  |  |
| Vector Import Format    | ArcExport, DLG and/or DXF, shapefiles   |  |  |
| Raster Import Format    | TIFF, BIL/BIP, RLC,GRID,ERDAS   |  |  |

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Jerry Franklin at 360 407-7470; Fax: 360 407-6902; E-Mail: <a href="mailto:jfra461@ecy.wa.gov">jfra461@ecy.wa.gov</a> or John Tooley at 360-407-6418; E-Mail: <a href="mailto:jtoo461@ecy.wa.gov">jtoo461@ecy.wa.gov</a> for further data sharing and compatibility information.

The Recipient shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

- 7. Selection of Contractors: If contractual services are required in order to execute this agreement, the Recipient shall select s contractor in accordance with its local procurement policies. If there is no local procurement policy, the Recipient shall select the contractor in accordance with Washington State regulations. The Recipient shall ensure that all subrecipients and contractors comply with the terms and conditions of the agreement and that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.
  - **8. Minority and Women's Business (MWBE) Participation:** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

| Construction/Public Works | 10% MBE | 6%WBE |
|---------------------------|---------|-------|
| Architecture/Engineering  | 10% MBE | 6%WBE |
| Purchased Goods           | 8% MBE  | 4%WBE |
| Purchased Services        | 10% MBE | 4%WBE |
| Professional Services     | 10% MBE | 4%WBE |

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

- a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- b. The total dollar amount paid to qualified firms under this invoice.
- **9. Publications and Brochures:** Any publications or brochures required as a product of this agreement shall be bound and conform to minimum standards of size, 8½" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. The RECIPIENT shall comply with any additional specifications as may be outlined in the Scope of Work or confirmed in writing between Ecology and the RECIPIENT.
- 10. Identification of Project Materials:-

County or City Name Grant No. G0400

Project Title Task Title Task Number Date All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department)

- **11. Project Completion Requirements:** On completion of the project, the Recipient shall submit the following information and materials to the DEPARTMENT:
  - a. <u>Project Completion Report</u>: The purpose of this report is to document that the project and each of its elements has been completed. Two (2) copies of a "Project Completion Report" are required as follows:
    - (1) Summary Account The Completion Report must include a **brief summary** account (300 word maximum) of the work accomplished under the grant with respect to each of the surveys, studies, plans, and other planning activities listed in the grant or any amendments to that grant. It is also to include a notation of the exhibit or portion thereof containing the project of that work task.
    - (2) Reports, Maps, Plans, Exhibits, Etc. The Completion Report must include a complete set of all reports, maps, plans, and other documents prepared under this grant, indicating for each whether it is in published or unpublished form as defined in the grant.

#### 12. Right to Audit:

The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants.

#### 13. Quarterly Reporting

Quarterly Reports are contingent on the effective date of the agreement. For timely preparation and review, quarterly reports shall convey essential information in a simple, concise manner through the use of bulleted summary statements, lists, and tables and include the following:

- a. A comparison of actual accomplishments to the objectives established for the reporting period including a description of issues on fisheries resources;
- b. For any work related to GIS, designate data standard utilized and associated data documentation.
- c. Status of project schedule
- d. Personnel changes
- e. Any difficulties encountered during the quarter.
- f. Environmental benefits being achieved by the project

#### **Reporting Periods**

| <b>Progress Report</b> | Reporting Period        | Date Due         |  |
|------------------------|-------------------------|------------------|--|
| 2001-2002              |                         |                  |  |
| First Quarter          | July 1 – September 30   | October 20, 2001 |  |
| Second Quarter         | October 1 – December 31 | January 20, 2002 |  |
| Third Quarter          | January 1 – March 31    | April 20, 2002   |  |
| Fourth Quarter         | April 1 – June 30       | July 20, 2002    |  |
| 2002-2003              |                         |                  |  |
| First Quarter          | July 1 – September 30   | October 20, 2002 |  |
| Second Quarter         | October 1 – December 31 | January 20, 2003 |  |
| Third Quarter          | January 1 – March 31    | April 20, 2003   |  |
| Fourth Quarter         | April 1 – June 30       | July 20, 2003    |  |

- **14. Amendments** A "letter" amendment is a written request by the Recipient to extend the project completion and expiration dates. On the approval of Ecology's project officer, the request is then forwarded to the Ecology Budget and Fiscal Offices for processing. A formal amendment is required for a significant change to the scope of work or an increase to the total eligible project cost and is signed by both parties. Note: In no case may time extensions past June 30, 2005 be allowed without a new funding appropriation.
- **15. Grant Closeout:** All products for this project shall be submitted to the DEPARTMENT on or before <u>June 30, 2005</u> or otherwise specified in the Scope of Work. Final payment requests must be submitted no later than **July 20, 2005**.
- **16. All Writings Contained Herein:** This agreement, the appended "General Terms and Conditions", ECOLOGY'S current edition of "Administrative Requirements for Ecology

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Grants and Loans" and the current edition of the "Guidelines for FCAAP Grants", contain the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendments to this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement; EXCEPT a letter amendment will suffice to change ECOLOGY's Project Officer or the RECIPIENT's Project Coordinator or to extend the period of performance as set forth in the agreement.

| n Witness Whereof, the parties                                 | s hereby execute thi  | s grant agreement  |  |  |  |
|--|-----------------------|--|--|--|--|
| Washington State Department of Ecology                         |                       | City of Riveredge  |  |  |  |
| Gordon White<br>Program Manager<br>Shorelands and Environmenta | Date<br>Il Assistance | Signature, Authorized Official Date  |  |  |  |
|  |                       | Print Name of Authorized Official  Title of Authorized Official  |  |  |  |
| Approved as to form only by the Assistant Attorney General     | ne                    | (Note: Insert additional signature blocks(s) and/or pages if more than one signature block is required.) | (Note: Insert additional signature blocks(s) and/or pages if more than one |  |  |